orm PTO-1594 (Rev. 07/05)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office			
MB Collection 0651-0027 (exp. 6/30/2008) RECORDATION FOR TRADEMAN				
To the Director of the U.S. Patent and Trademark Office: Please	e record the attached documents or the new address(es) below.			
I. Name of conveying party(les):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Yes			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- State: Oregon ☐ Other ☐ Citizenship (see guidelines) ☐ Additional names of conveying parties attached? ☑ Yes ☐ No. 3. Nature of conveyance //Execution Date(s):	Name: Bank of America, N.A., as Agent Internal Address: Street Address: 400 4th Street, Mailcode: OR1-110-01-15 City: Lake Oswego State: OR Country: USA Zip: 97034 Association Citizenship General Partnership Citizenship			
Execution Date(s) March 31, 2011 Assignment Merger Security Agreement Change of Name Other	Corporation Citizenship Other National Assoc. Citizenship US If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) an A. Trademark Application No.(s) 77/799,648 C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 2.576,842 (See Schedule I) Additional sheet(s) attached? Yes No.			
Name & address of party to whom correspondence concerning document should be mailed: Name: CT Lien Solutions	6. Total number of applications and registrations involved:			
Internal Address: Attn: Susan O'Brien Street Address: _187.Wolf Road_Suite 101	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed			
City: Albany State: New York Zip: 12205	8. Payment Information: a. Credit Card Last 4 Numbers 57683 Expiration Date 70/72			
Phone Number: (800) 342-3676 ext. 4065 Fax Number: (800) 982-7049 Email Address: susan.obtien@wolterskluwer.com	b. Deposit Account Number Authorized User Name			
9. Signature: Marcus T. Bartes Signature Andrew Bates, Esq.	4/6/11 Date Total number of pages including cover 11			
Name of Person Signing	sheet, attachments, and documents			

Documents to be recorded (including cover sheet) should be fixed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordedon Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Recordation Cover Sheet

1. Additional Names of Conveying Parties:

State of Incorporation		
Oregon		
Nevada		
_		

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

(1) Trademarks Owned by Roseburg Forest Products Co.

Mark Name	Country	Current Owner	Status	Reg. No.	Appl. No.
And the second s		Roseburg Forest Products Co.	REGISTERED	***************************************	
RIGIDFLOOR	US	4		2,576,842	76/120,384
		Roseburg Forest Products Co.	REGISTERED		
RIGIDLAM	us	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		2,583,548	76/120,383
anni anta anta anta anta anta anta anta		Roseburg Forest Products Co.	REGISTERED		
RIGIDRIM	US	1 11 11		2,586,408	76/120,382
WAY WASHER TO THE CO.		Roseburg Forest Products Co.	REGISTERED		
RFPI	US			2,574,467	76/120,388
QUALITY ENGINEERED WOOD PRODUCTS FOR		Roseburg Forest Products Co.	REGISTERED		
TODAY'S BUILDER	US	annick i kan i Mail alabada barbarbara ara ara ara ara bara ara ar	- Angressean mentangan	2,855,423	78/225,964
ROSEBURG FRAMING		Roseburg Forest Products Co.	REGISTERED		
SYSTEM	US		REGISTERED	2,847,051	78/225,963
		Roseburg Forest Products Co.	REGISTERED	}	
REDIPLY	US			3,143,031	78/407,876
		Roseburg Forest Products Co.	REGISTERED		
SKYBLEND	US			3,336,212	78/628,581
QUALITY ENGINEERED WOOD PRODUCTS FOR		Roseburg Forest Products Co.	REGISTERED		
TODAY'S BUILDER	US			3,830,601	77/795,416

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(2) Trademarks Owned by Roseburg Forest Products South LP

Mark Name	Country	Current Owner	Status	Reg No.	Appl. No.

, 100.61 tt.au/u/#111###	ere man an ar ann an	Roseburg Forest	REGISTERED	A Control of the Cont	
		Products South			The second second second second
DURAMINE	US		REGISTERED	2,626,374	76/210,650
		Roseburg Forest Products South	REGISTERED		
NOVOFLÖR	US	LP		1,495,810	73/695,310
		Roseburg Forest	REGISTERED		
		Products South	·		
NOVOLITE	US	LP		1,598,622	73/838,487
		Roseburg Forest	REGISTERED		
		Products South LP		****	
NOVOPLY	US	Roseburg Forest	REGISTERED	542,445	71/599,354
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S SYNERGITE AND DESIGN	US	LP		1,012,208	73/025,793
The second secon		Roseburg Forest	REGISTERED		
		Products South	{		
SYNERGITE	us	LP		1,621,234	74/032,167
		Roseburg Forest Products South	REGISTERED		
halal sor bakudur di mummim	***	LP		1 040 100	22200
SYNERLITE	US	Roseburg Forest	REGISTERED	1,818,480	74/296,676
		Products South			
DECOLAM	US	LP		924,573	72/384,614
The state of the s		Roseburg Forest	REGISTERED	ining and a second seco	
		Products South	}		
VINYLCOTE	US		DECTE TENT	980,799	72/423,962
		Roseburg Forest Products South	REGISTERED		
DECOPLY	US	LP		1,300,562	73/428,715
		Roseburg Forest	REGISTERED	A SAN A ALL A A ALAM	A the Law Co. A. T. T.
	,	Products South			
DECAPLY	us	LP		1,301,697	73/429,122
		Roseburg Forest	REGISTERED		
***************************************		Products South			
MOODLAM	US	Roseburg Forest	REGISTERED	1,547,394	73/738,177
		Products South	ADMOS BABLI		
MELA-SHEILD	US	LP		1,779,677	74/173,800
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,,,,	Roseburg Forest	REGISTERED		
DECOLAM, INC. AND		Products South			
DESIGN	US	A.F.	-	1,862,510	74/291,353

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Mark Name	Country	Current Owner	Status	Reg No.	Appl. No.
RTU READY TO USE!	US	Roseburg Forest Products South LP	REGISTERED	2,434,516	75/523,597
(MATERIAL POPULATION)		Roseburg Forest Products Co.	REGISTERED	TO A STATE OF THE	
RESIN-TITE	OR (state)			T9024	
DURAMINE	MX	Roseburg Forest Products South LP	REGISTERED	837139	652673
FINES FACE	CΛ	Roseburg Forest Products South LP	REGISTERED	TMA389479	637097
MICROFINE	CA	Roseburg Forest Products South LP	REGISTERED	TMA371927	637101
NOVOFLOR	CA	Roseburg Forest Products South LP	REGISTERED	TMA371925	637098
NOVOPLY	CA	Roseburg Forest Products South LP	REGISTERED	TMA395,917	665,688
NOVOWOOD	CA	Roseburg Forest Products South LP	REGISTERED	TMA379674	639066
SYNERGITE	CA	Roseburg Forest Products South LP	REGISTERED	TMA464079	778215
S SYNERGITE AND DESIGN	CA	Roseburg Forest Products South LP	REGISTERED	TMA465204	778216

2. TRADEMARK APPLICATIONS

(1) Trademarks Applications Owned by Roseburg Forest Products Co.

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Roseburg Forest Products Co.	PUBLISHED	W W W W W W W W W W W W W W W W W W W	And the state of t
PAUL BUNYON US				77/799,648

3. TRADEMARK LICENSES

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2011, is made by Roseburg Forest Products Co., an Oregon corporation ("RFP"), Roseburg Forest Products South Limited Partnership, an Oregon limited partnership ("RFPS"), Scott Timber Co., an Oregon corporation ("Scott"), RLC Industries Co., an Oregon corporation ("RLC"), RFP Composites LLC, an Oregon limited liability company ("Composites") and Roseburg International Co., a Nevada corporation ("International" and together with RFP, RFPS, Scott, RLC and Composites, each a "Grantor", and individually and collectively, jointly and severally, the "Grantors"), in favor of Bank of America, N.A., a national banking association, in its capacity as agent for the Lenders (defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among RFP and RFPS (together with RFP, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that the Guarantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty");

WHEREAS, pursuant to the Loan Agreement, each of the Borrowers is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement; and

WHEREAS, pursuant to the Guaranty, each of the Guarantors is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
- (a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (cach a "Trademark");
- (b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on <u>Schedule I</u> hereto;
 - (c) all renewals or extensions of the foregoing Trademarks;

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- all goodwill of the business connected with the use of, and symbolized by, each (d)Trademark: and
- all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks;
- the right to sue and recover damages and payments for past, present or future (f)infringement or dilution of any Trademark or any Trademark licensed under any license agreement.
- LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to 3. this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Guaranty, as applicable. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.
- AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RLC INDUSTRIES CO.,

an Oregon corporation

Name: P. Martin Daley

Title: Vice President - Finance

ROSEBURG FOREST PRODUCTS SOUTH LIMITED PARTNERSHIP.

an Oregon limited partnership

By: RFP Composites LLC,

an Oregon limited liability company,

its General Partner

By: RLC Industries Co.,

an Oregon corporation,

its Manager

Name: P. Martin Daley

Title: Vice President - Finance

ROSEBURG FOREST PRODUCTS CO.,

an Oregon corporation

Name: P. Martin Daley

Title: Vice President - Finance

[Signature page to Trademark Security Agreement]

SCOTT TIMBER CO.,

an Oregon corporation

Name: P. Martin Daley

Title: Vice President - Finance

RFP COMPOSITES LLC,

an Oregon limited liability company

By:

RLC Industries Co., an Oregon corporation,

its Manager

Name: P. Martin Daley

Title: Vice President - Finance

ROSEBURG INTERNATIONAL CO.,

a Nevada corporation

Name: P. Martin Daley

Title: Vice President - Finance

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED as of the date first above written:

BANK OF AMERICA, N.A.,

as Agent

By: Alex Name: Gregory A. Jon

Title: Senior Vice President

[Signature page to Trademark Security Agreement]



TRADEMARK
RECORDED: 04/07/2011 REEL: 004516 FRAME: 0893